

**SIDE LETTER OF AGREEMENT
BY AND BETWEEN THE
COUNTY OF MADERA AND THE
MADERA PROBATION PEACE OFFICERS ASSOCIATION
[DEPUTY PROBATION OFFICER UNIT]**

This Side Letter Agreement (“Agreement”) is made and entered into by the Madera Probation Peace Officers Association (“Association”) and the County of Madera (“County”) collectively referred to as the “Parties.” Having met and conferred in good faith, the Parties hereby agree to the following:

1. It is the County’s intent to implement an adjustment to the pay period end date for April 2023 by moving the end date forward by ten (10) days during the implementation month. Thereafter, the County’s monthly pay periods shall start on the twenty-first (21st) day of each month and end on the twentieth (20th) day of the following month.

If it is determined by the County that additional testing of the pay period adjustment is needed, then the implementation process may be delayed by no later than a month to allow for additional testing.

2. As the payroll period for April 2023 will reflect less than a 30-day cycle (1st through the 20th), a One-Time Off-Cycle Payment (“OTOP”) shall be provided to each employee to mitigate any impacts of this payroll period adjustment. The OTOP will be equal to an employee’s gross pay for their regularly scheduled days within the ten (10) days that will be subtracted from the April 2023 pay period as part of the pay period adjustment process.

Employees will have the option to “opt-out” of receiving the OTOP. Employees who opt-out will not be compensated in the April 2023 paycheck for their regularly scheduled days within the ten (10) days that are subtracted from the April 2023 pay period. In order to opt-out of receiving the OTOP, employees shall submit a signed copy of the Waiver of OTOP through NeoGov, attached as Exhibit A.

3. Effective the month following implementation, all members in the unit will receive a three-and one-half percent (3.5%) cost-of-living adjustment (“COLA”).
4. Employees who have not opted out of receiving the OTOP shall repay the OTOP during the 12 months following its receipt through a monthly deduction to their gross salary in the amount of one-twelfth (1/12th) of the total OTOP amount they receive (the “OTOP Adjustment Process”). The Auditor-Controller shall be authorized to make deductions to the gross monthly salary of each employee who receives an OTOP in order to carry out the OTOP Adjustment Process and consistent with the terms of this Agreement. By accepting payment of the OTOP, each employee expressly acknowledges and agrees to the conditions for its repayment.

If an employee terminates their employment with the County during the OTOP Adjustment Process, they will not be required to repay the remaining amount of the OTOP owed to the County at the time of termination.

5. Exhibit B identifies Memorandum of Understanding (“MOU”) language that will be amended due to this Agreement.

6. In the event an employee's monthly gross salary that is paid to them in the implementation month's paycheck is less than the employee's previous month's regular gross salary due to an error in the transition to the new pay period, the Auditor-Controller's Office will issue the employee an off-cycle payment within 10 days from the implementation month's pay date.

7. All provisions of the MOU not amended by this Agreement shall remain in full force and effect.

Agreed this 22nd day of March, 2023.

COUNTY OF MADERA:

Susan Carter

Susan Carter, Chief Negotiator

Roman Noriega

Roman Noriega (Mar 22, 2023 07:49 PDT)

Roman Noriega, Co-Negotiator

ASSOCIATION/UNIT:

Christopher W. Miller

Christopher W. Miller, Business Representative

Candelario Salas

Candelario Salas (Mar 21, 2023 15:52 PDT)

Candelario Salas, Acting President

Exhibit A



Waiver of One Time Off-Cycle Payment ("OTOP")

Full Name

Implementation Month

April 2023

I understand that, whether as part of a side letter agreement between the County of Madera ("County") and my bargaining unit, or as an unrepresented employee, I am entitled to receive a One Time Off-Cycle Payment ("OTOP") as part of the County's transition to a new pay period. The OTOPI is equal to an employee's gross pay for their regularly scheduled days within the ten (10) days subtracted from the month in which the pay period adjustment takes place ("Implementation Month"). I further understand and acknowledge that if I do not accept payment of the OTOPI, I will not be compensated for my regularly scheduled days that are within the ten (10) days subtracted from the Implementation Month pay period.

I hereby waive any and all rights and claims that I may have associated with the OTOPI and any effect on my monthly salary for the Implementation Month from nonreceipt of the OTOPI and/or as a result of this waiver. I represent and warrant that I have had the opportunity to consult with union or legal counsel regarding this waiver and that I am executing this waiver freely and voluntarily.

Signature

Date

03/16/2023

Upon submission, this form will route to the Auditor's Office for validation. In the field below, they will enter the gross monthly salary the employee should expect to receive during the implementation month. Employees will be automatically notified via email upon completion of the form.

TO BE COMPLETED BY THE AUDITOR'S OFFICE

Gross Monthly Salary for Implementation Month

Exhibit B

Language to be amended in the Deputy Probation Officer Unit's MOU:

- **ARTICLE 6.3 – OVERTIME**

- B. Overtime Requirements

Overtime work for Employees within the Deputy Probation Officer Unit shall be subject to the following:

1. Except in cases of emergency, Employees shall not be required to work overtime unless such overtime has been specifically authorized.
2. Employees required to work overtime shall be compensated by either cash or compensatory time off (CTO) at the Employee's option. The Employee's choice to be paid either by cash or compensatory time off (CTO) is made at the time the overtime is earned.
3. Should an Employee change from an overtime eligible position to an overtime exempt position (through a recruitment process), any accumulated CTO shall be paid out to the Employee at the Employee's regular rate of pay prior to the position change.
4. Employees who request the use of CTO shall be permitted to use such time within a reasonable period after making the request, provided the use of the CTO will not unduly disrupt the operations of the Probation Department.
5. Should it be necessary, due to fiscal/budgetary constraints, the Department Head may direct that an employee use accrued CTO in lieu of accrued vacation for leave requests. The exception to the mandatory use of CTO in lieu of vacation would be if the Employee is at or near the three hundred sixty (360) hour vacation cap and unable to earn or accrue additional vacation hours.
6. The Employee shall have a vested interest in being paid for all accumulated compensatory time upon separation from employment for any reason. An Employee shall be paid for accumulated CTO at time of separation at the average regular rate received by the Employee during the last three (3) years of employment, or the final regular rate received by the Employee, whichever is higher.
7. Overtime will be computed at the appropriate rate (straight time or time and one-half) for every hour of overtime worked. Payment for overtime worked shall be calculated based on the Employee's regular rate of pay in effect at the time of payment and will be paid in the pay period in which it was earned. ~~Overtime earned during the forecasted period of time of the Employee's timecard will be paid in the regular paycheck in the succeeding pay period.~~



BOARD OF SUPERVISORS COUNTY OF MADERA

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Members of the Board
Jordan Wamhoff, District 1
David Rogers, District 2
Robert L. Poythress, District 3
Leticia Gonzalez, District 4
Robert Macaulay, District 5

AGENDA ITEM SUBMITTAL

April 4, 2023
Chairman David Rogers

DEPARTMENT Department of Human Resources		DEPARTMENT CONTACT Susan Carter 559-675-7705		AGENDA ITEM 6.g DISCUSSION ITEMS:									
SUBJECT: Payroll Schedule Adjustment Sideletter - Various Bargaining Units		REQUIRED VOTE: 3/5 Votes Required	DOC. ID NUMBER 9393	DATE REC'D									
STRATEGIC FOCUS AREA(S): Employees													
For Clerk of the Board's Office Use Only													
BOARD'S ACTION:													
<table border="0"> <tr> <td>RESULT:</td> <td>APPROVED [UNANIMOUS]</td> </tr> <tr> <td>MOVER:</td> <td>Jordan Wamhoff, Supervisor - District No. 1</td> </tr> <tr> <td>SECONDER:</td> <td>Robert L. Poythress, Chair ProTem</td> </tr> <tr> <td>AYES:</td> <td>Wamhoff, Rogers, Poythress, Gonzalez, Macaulay</td> </tr> </table>						RESULT:	APPROVED [UNANIMOUS]	MOVER:	Jordan Wamhoff, Supervisor - District No. 1	SECONDER:	Robert L. Poythress, Chair ProTem	AYES:	Wamhoff, Rogers, Poythress, Gonzalez, Macaulay
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SECONDER:	Robert L. Poythress, Chair ProTem												
AYES:	Wamhoff, Rogers, Poythress, Gonzalez, Macaulay												
Is this item Budgeted? No			DOCUMENT NO(S).										
Will this item require additional personnel? No													
Previous Relevant Board Actions: PowerPoint/Supporting Documents: Other/Misc.													

RECOMMENDED ACTIONS:

Payroll Schedule Adjustment Sideletters - Various Bargaining Units.

1. Discussion and consideration to adopt the Sideletters of Agreement with the Clerical, Communications Dispatcher, Correctional Officer, Deputy Probation Officer, Mid-Management, Post Graduate Licensed Professional, Peace Officer, Peace Officer Management, Probation Administrators, Probation Management, Professional, Service, and Technical Bargaining Units regarding a new pay period, effective April 1, 2023.
2. Discussion and consideration to extend the terms of the Sideletters of Agreement in Recommended Action No. 1 above to current, eligible unrepresented employees, including Department Heads effective April 1, 2023.

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

The County currently follows a monthly 30-day payroll cycle, with the pay period beginning the first day of each month and ending on the last day of the same month. The County pay date is the last day of the payroll cycle (last working day of the month).



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To have sufficient time to properly process payroll in time by the pay date, employees are required to submit a timesheet that projects/anticipates hours taken from approximately the middle of the month to the end of the month (end of current payroll cycle). This practice has been referred to as the “projected timesheet”.

Projected timesheets create reconciliation issues as actual time taken normally varies from what was originally projected by employees (e.g., if the employee takes unplanned time off or earns overtime during this period, it will not be captured in that month’s paycheck). Payroll adjustments therefore must be made in the subsequent pay periods to account for these discrepancies.

To eliminate the need for projected timesheets, and thus eliminate a majority of the payroll adjustments made each month, the County proposed to all bargaining units to adjust the payroll period from the current, 30-day payroll cycle that begins the first of each month and ends at the end of the same month to a 30-day payroll cycle that begins the 21st of each month and ends the 20th of the following month.

The County will transition to the new pay period in April 2023, by adjusting the April pay period by 10 days, from April 30th to April 20th. This adjustment will have a one-time effect on employees’ gross monthly pay in their April 30, 2023, paycheck due to the shorter pay period during the transition month from April 1st through April 20th.

To assist employees in minimizing the impact to their April 2023 paycheck due to the transition to the new pay period, the County will provide employees with, in addition to their normal pay for the 20 days, a One-Time Off-Cycle Payment (OTOP) in an amount equal to their pay for their regularly scheduled days within the 10 days that were subtracted from the April pay period. In providing employees with the OTOP, employees’ will receive their regular gross monthly salary for April 2023. The OTOP will not be pensionable for retirement purposes.

Additionally, all employees in the classified service will receive a 3.5% cost-of-living adjustment (COLA) effective May 1, 2023, to cover the cost of repaying the OTOP back to the County over the course of 12 months (May 2023 - April 2024). The repayment of the OTOP shall consist of a monthly salary deduction that is equal to 1/12th of the OTOP until the OTOP is fully repaid.

During the 12-month repayment timeframe, Employees may choose to make a one-time payroll deduction to repay the OTOP. Employees will continue to receive the 3.5% COLA after the OTOP is fully repaid to the County.

Employees may choose to opt-out of receiving the OTOP by completing a *Waiver of the One Time Off-Cycle Payment (OTOP)*. Declining to receive the OTOP will result in a one-time effect on employees’ gross monthly pay in their April 30, 2023, paycheck only, as they will receive payment for only the days worked from April 1 - April 20. Employees who decline to receive the OTOP will also receive the 3.5% COLA beginning May 1, 2023.



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Fiscal Impact:

There is no increase in Net County Cost associated with the recommended actions. The fiscal impacts associated with the recommended actions are projected to be covered with existing and projected salary savings.

ATTACHMENTS

1. Clerical-Technical Units - Payroll Adjustment Sideletter
2. Communications Disp. Unit - Payroll Adjustment Sideletter
3. Correctional Officer Unit - Payroll Adjustment Sideletter
4. DPO Unit - Payroll Adjustment Sideletter
5. Mid-Management Unit - Payroll Adjustment Sideletter
6. Peace Officer Mgmt Unit - Payroll Adjustment Sideletter
7. Peace Officer Unit - Payroll Adjustment Sideletter
8. PGLP Unit - Payroll Adjustment Sideletter
9. Probation Administrators Unit - Payroll Adjustment Sideletter
10. Probation Mgmt Unit - Payroll Adjustment Sideletter
11. Professional Unit - Payroll Adjustment Sideletter
12. Service Unit - Payroll Adjustment Sideletter